

C.A. 1:22-cv-00194-JJM-PAS
UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

1

JUDITH POMPEI-SMITH,)
Defendant)
)
v.)
)
WEBSTER BANK, NATIONAL)
ASSOCIATION,)
Plaintiff)

C.A. 1:22-cv-00194-JJM-PAS

RESPONSE

TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

NOW COMES Judith Pompei-Smith, the defendant, with my response to Webster Bank, National Association, the plaintiff's Motion For Summary Judgment, with a request to proceed with foreclosure to the property: 370 Larchwood Drive, Warwick, RI.

I, Judith Pompei-Smith, the Defendant, ask the Honorable Judge to "deny" the plaintiff, Webster Bank's request to foreclose the property: 370 Larchwood Drive, Warwick, RI, where the Defendant, Judith Pompei-Smith and her family reside.

The plaintiff, Webster Bank's Motion For Summary Judgment and Undisputed Facts includes several false statement's and several statement's based on speculation, not facts or evidence. **i.e.**; The defendant hasn't paid the mortgage in a decade, since January, 2014. The defendant's last payment was \$10,771.66 on 12/22/2015 and defendant only had 3 years and 3 months left for the mortgage to be paid in full. Both the plaintiff and Affidavit stated the same, false statement's. Please see Exhibit # 1

I, the defendant, Judith Pompei-Smith will attach my answer's to the plaintiff, Webster Bank's "Motion For Summary Judgment" and "Undisputed Facts", hereto.

The defendant, Judith Pompei-Smith needs to bring very important information to the attention of the Honorable Judge of this Honorable Court. In addition to Webster Bank, the plaintiff, providing the Honorable Judge with false and speculative statement's, in the plaintiff's Motion For Summary Judgment and Undisputed Facts, the plaintiff, Webster Bank neglected to inform the Honorable Judge of this Honorable Court that **Webster Bank received a payment of \$42,923.19** from the Great American Insurance Group, for fire damage that occurred on **March 29, 2023**, to the property: 370 Larchwood Drive, Warwick, RI; where the defendant, Judith Pompei-Smith and her family reside. Please see Exhibit #2 and # 3.

FACTS

It's evident the plaintiff, Webster Bank submitted the Motion For Summary Judgment and Undisputed Facts with speculative, untruthful comment's and a request to proceed with foreclosure, because Webster Bank, the plaintiff, is trying to silently keep the Great American Insurance Group Payment of **\$42,923.19**.

To date, the plaintiff, Webster Bank has not sent the defendant a letter to inform the

defendant that they received payment for the property fire damage (**and**) the plaintiff, Webster Bank submitted approximately 10 to 12 documents to the Honorable Judge and to the defendant on June 12th, 2023, and not one document references anything about the plaintiff, Webster Bank receiving payment of **\$42,923.19** from Great American Insurance Group for the property fire damage.

After Judith Pompei-Smith, the defendant, received a letter from Great American Insurance Group with the detailed property damage and the cost to repair from the insurance adjuster, the defendant verified that the plaintiff, Webster Bank had received and posted a payment of **\$42,923.19** to my, the defendant's online mortgage account. Although, the defendant's "principal balance" remains the same at \$53,174.78. Please see **Exhibit # 4**

Thereafter, I, the defendant, called the plaintiff, Webster Bank. The defendant was transferred to a voicemail message and briefly included the most important information.

I, the defendant explained in the voice message, that the defendant can't refinance with a family member holding the mortgage, until after the fire damage/kitchen has been repaired, so an accurate appraisal can be completed.

Defendant also said, the fire damage left the property: 370 Larchwood Drive, Warwick, RI without a functioning kitchen. Defendant cannot cook, the stove and kitchen cabinets cannot be used. The ceiling and 3 walls are dark black. The kitchen cabinets above the stove fan/vent were in flames and are slanted down, they fell off the hinges, requiring all dishware to be boxed up. This area of the kitchen is a dangerous area to walk in, the cabinets could fall off the wall and cause a body injury. Please see **Exhibit # 5**

In addition, the fire traveled up through the fan vent that's above the stove and we had a mouse land on the top of the stove. That confirmed, the fan vent that goes up through the roof, is no longer sealed and a new fan vent can't be installed, before installing new kitchen cabinets.

Defendant and family had to create a temporary taped up seal on the fan vent above the stove. The temporary taped up seal on the opening of the fan vent cannot provide 100% security that more mice won't get inside the property: 370 Larchwood Drive, Warwick, RI.

The defendant also included in the Webster Bank voice message, that with there being a possibility that more mice can enter our home, it creates an urgency for an employee at Webster Bank to submit the insurance repair payment to me, the defendant.

The plaintiff, Webster Bank never called me, the defendant back. Certainly, the plaintiff's lack of communication is forcing the defendant and her family to live in an "inhumane and dangerous" environment. As a consumer, I, the defendant have never been treated this badly by a business entity, during my entire lifetime. Please see attached photos of mice cages and the invoice from the Animal Control Company. Please see **Exhibit # 5**

The defendant had to retain an Animal Control Company that was referred by Warwick Police to set up commercial mice trap cages. Please see **Exhibit # 5**

Approximately, 2 weeks after the defendant left the plaintiff, Webster Bank a voice-message, the defendant received a letter from the plaintiff, Webster Bank. The letter from the

plaintiff does not reference anything about the fire, the fire damage or Webster Bank's receipt of the **\$42,923.19** payment from the insurance company, to repair the fire damage.

The plaintiff's letter indicates that the plaintiff, Webster Bank wants to offer the defendant to receive Loss Mitigation, amend the current mortgage, or reduce the monthly payment. Based on law a matured mortgage cannot be amended, (**the mortgage maturity date was 3/1/2018**). Please see the letter from the plaintiff, Webster Bank **dated 5/15/2023**. **Exhibit # 7**

Approximately 10 days after the defendant received the Loss Mitigation letter from the plaintiff, Webster Bank, the plaintiff, Webster Bank filed the Motion For Summary Judgment, with a request to foreclose the property: Larchwood Drive, Warwick, RI.

When one recognizes that when a bank revises a matured mortgage, the matured mortgage has to be closed, the borrower is required to sign a new mortgage/promissory note, and that allows a bank/lender to keep all money paid toward the matured mortgage, that was closed. Hence, why the letter from the plaintiff offering defendant Loss Mitigation, to amend the current mortgage, or reduce the monthly payment, is confirmation, that the plaintiff, Webster Bank is trying to silently keep the **\$42,923.19** they received for repair of the property: 370 Larchwood Drive, Warwick, RI.

In December, 2022 the defendant, Judith Pompei-Smith answered the plaintiff, Webster Bank's interrogatories and informed the plaintiff, Webster Bank that the defendant was going to refinance with a family member holding the mortgage with a different bank. The defendant was following the Honorable Judge's Pre-Trial Plan, to bring this matter to resolution for both parties. Please see **Exhibit #8**.

Unfortunately, the plaintiff, Webster Bank has proved by their reaction to every document given to them, that they are only interested in foreclosure, because Webster Bank knows the value of my, the defendant's home is \$680,000.00 to \$700,000.00.

With the plaintiff, Webster Bank hiding their receipt of the \$42,923.19 insurance check and the defendant's principal mortgage balance of **\$53,174.78** (-) **\$42,923.19**. If the Honorable Judge grants the plaintiff, Webster Bank to foreclose the property: 370 Larchwood Drive, Warwick, RI, it will result in a borrower that only had a \$10,251.59 principal mortgage balance and would give Webster Bank, the plaintiff, a home valued at \$680,000.00 to \$700,000.00.

Another issue defendant noted, that the Honorable Judge should be aware of. The plaintiff, Webster Bank is currently adding a \$58.78 late fee every month, to the defendant's mortgage. There wasn't one late fee when the plaintiff filed the Summons in May, 2022 but as of last week, the plaintiff has added a Late Fee account to my, the defendant's mortgage, with a total **of \$3,056.00 of late fees**. There are also legal fees posted every month. The maturity date was 3/1/2018 and doesn't the law indicate that the maturity date of a mortgage, stops the addition of interest and fees being added to the matured mortgage balance ? Please see **Exhibit # 9**

Respectfully, I, the defendant, submitted with my first Answer, Exhibit's as evidence, to provide proof to the Honorable Judge of this Honorable Court to confirm that the plaintiff, Webster Bank, "knowingly" caused the defendant, Judith Pompei-Smith's "Mortgage" to default. The plaintiff, Webster Bank's recent documents and no communication for 2 & 1/2 months after they received payment for property repairs, and the plaintiff knows the defendant was planning to refinance with a family member holding the mortgage, with a

different bank, provides proof that the plaintiff, Webster Bank refuses to bring this matter to resolution, for both parties.

PRAYER FOR RELIEF

THE DEFENDANT, JUDITH POMPEI-SMITH PRAYS AS FOLLOWS:

1. For the Honorable Judge to "deny" the plaintiff, Webster Bank to foreclose the property: 370 Larchwood Drive, Warwick, RI.
2. For the Honorable Judge to "Demand" the plaintiff, Webster Bank to submit the insurance payment for repairs in the amount received **\$42,923.19**, to the defendant, Judith Pompei-Smith
3. The defendant, Judith Pompei-Smith begs the Honorable Judge to provide and protect her, the defendant, with "justice" from Webster Bank, the plaintiff's fraud. I, the Defendant, Judith Pompei-Smith, ask the Honorable Judge of this Honorable Court to dismiss this lawsuit, (Case No. 1:22-cv-00194-JJM-PAS).
4. With confidence and respect, the defendant asks the Honorable Judge to dismiss this case, with prejudice and any additional actions the Honorable Judge deems just'.

x Judith Pompei-Smith 6/26/2023

Signed Under Oath

Submitted Electronically By,

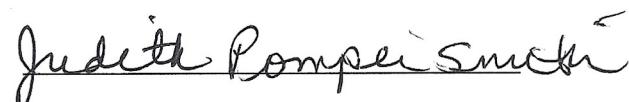
Judith Pompei-Smith, Defendant, Pro se

June 26, 2023

CERTIFICATE OF SERVICE

I, Judith Pompei-Smith, hereby certify that on June 26, 2023, I served a copy of the above document by causing the same to be mailed via electronic mail upon the following:

Attorney Brian Hughes
362 Broadway
Providence, RI 02909
E-Mail: Bhughes@brcsm.com



Judith Pompei-Smith, Defendant, Pro se

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